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SONS AND DOMESTIC RELATIONS, 2 ed., § 114. But see *Humphries* v. *Davis*, 100 Ind. 274, 275. The correctness of such a construction is not called into question here, as the statute in the principal case does not expressly provide anything about inheritance. Some courts hold that each father should inherit the property which had been acquired from himself. *Cf. Lanferman* v. *Vanzile*, 150 Ky. 751, 150 S. W. 1008; *Humphries* v. *Davis*, 100 Ind. 274. It is difficult to see how, in the absence of express legislation, such a rule can be supported. See *Reinders* v. *Koppelman*, 68 Mo. 482, 500. It may be argued that, since by adoption the child does not lose its right to take from the natural father, there should be complete mutuality of inheritance. But this does not necessarily follow; for the natural parent is *sui juris* and he voluntarily elects to sever the legal relation of father and child. See *In re Namauu*, 3 Hawaii 484, 485; *Humphries* v. *Davis*, *supra*, 283. Furthermore, in the adoption statutes the legislative purpose is to benefit unfortunate children and not their parents. *Wagner* v. *Varner*, 50 Ia. 532. See *Parsons* v. *Parsons*, 101 Wis. 76, 80, 77 N. W. 147, 148. Since the wording of the statute in the principal case is so comprehensive it would not seem unreasonable to hold that the legislature intended to create all the incidents of the common-law relation, including the right to inherit.

AGENCY — NATURE AND INCIDENTS OF THE RELATION — KNOWLEDGE OF AGENT: WHEN IMPUTED TO PRINCIPAL. — The plaintiff insured with the defendant company a horse which another company had refused to renew insurance upon because of a deformity. These facts if unknown to the defendant were sufficient to avoid the policy, but their agent had acquired knowledge of them before entering the company's employ. The horse died and the plaintiff brought suit on the policy. *Held*, that the plaintiff cannot recover. *Taylor* v. *Yorkshire Ins. Co.*, [1913] 1 I. R. 1.

Knowledge acquired by an agent in the very transaction for which he is employed is imputed to the principal. *Bawden* v. *London, etc. Assurance Co.*, [1892] 2 Q. B. 534; *Suit* v. *Woodhall*, 113 Mass. 391. It was early attempted to confine the doctrine to this case. See *Warrick* v. *Warrick*, 3 Atk. 291, 294. But this restriction has not been followed. See *The Distilled Spirits*, 11 Wall. (U. S.) 356, 366. Many courts, however, hold with the principal case that to bind the principal, the knowledge must have been obtained in the course and scope of the agent's employment. *McCormick* v. *Joseph*, 83 Ala. 401, 3 So. 796; *Shaffer* v. *Milwaukee Mechanics' Ins. Co.*, 17 Ind. App. 204, 46 N. E. 557; *Union National Bank* v. *German Ins. Co.*, 71 Fed. 473. They argue that only here are the agent and principal legally identical. See *Houseman* v. *Girard, etc. Association*, 81 Pa. St. 256, 262. But there seems to be no logical distinction between knowledge acquired in and knowledge recalled during the agency. Hence knowledge, whenever acquired, which is material to the agency and clearly before the mind of an agent acting in the course and scope of the employment should be held the knowledge of the principal for the purpose of that particular transaction. *Lebanon Savings Bank* v. *Hollenbeck*, 29 Minn. 322, 13 N. W. 145; *Shafer* v. *Phœnix Ins. Co.*, 53 Wis. 361, 10 N. W. 381. But *cf. American Surety Co.* v. *Pauly*, 170 U. S. 133, 18 Sup. Ct. 552.

BANKS AND BANKING — DEPOSITS — JOINT TENANCIES. — The savings bank account of the intestate had been changed by him before his death into a joint account in the names of himself and his wife, the deposit book being kept in their joint possession. The administrator sued to recover the amount of the deposit at the time of the death of the intestate from the wife who had subsequently withdrawn it. *Held*, that the administrator may recover. *Staples* v. *Berry*, 85 Atl. 303 (Me.).

A creditor and his debtor may change by novation an obligation to the cred-